

UNITED STATES DISTRICT COURT
for the

Southern District of New York

ORIGINAL

MTS Logistics Inc.

Plaintiff

v.

Anasazi Imports Inc.

Defendant

Civil Action No. 10-934 (DAB)

10 CV 934

SUMMONS IN A CIVIL ACTION

JUDGE BATTIS

To: (Defendant's name and address)

Anasazi Imports Inc.
930 W. 3160 S.
Salt Lake City, UT 84119

Anasazi Imports Inc.
c/o Jason K. Rollins
2870 S. 300 W.
Salt Lake City, UT 84115

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Mahoney & Keane LLP
11 Hanover Square, Tenth Floor
New York, NY 10005
(212) 385-1422

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

J. MICHAEL J. MAHON

CLERK OF COURT

Catherine Lapsley

Signature of Clerk or Deputy Clerk

FEB 05 2010

Date: _____

JUDGE BATTIS

MAHONEY & KEANE, LLP
Attorneys for Plaintiff
MTS LOGISTICS INC.
11 Hanover Square, Tenth Floor
New York, NY 10005
Tel (212) 385-1422
File No. 12/3947

10 CV 934

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
MTS LOGISTICS INC.,

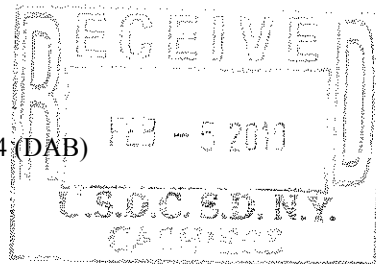
Plaintiff,

-against-

ANASAZI IMPORTS INC.

Defendant.
-----X

10 Civ. 934 (DAB)



COMPLAINT

PLEASE TAKE NOTICE that Plaintiff, MTS LOGISTICS INC. ("MTS"), by its attorneys, MAHONEY & KEANE, LLP, as and for a Complaint against Defendant, ANASAZI IMPORTS INC. ("ANASAZI"), allege, upon information and belief, as follows:

1. This is a case of admiralty and maritime jurisdiction within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. Jurisdiction is based upon 28 U.S.C. § 1333, as well as the Court's pendent, supplementary and ancillary jurisdiction.
2. Plaintiff MTS is a legal entity duly organized and existing pursuant to the laws of the United States.
3. Defendant ANASAZI is a business entity organized and existing pursuant to the laws of the United States with offices and a place of business located in Utah.

4. The United States District Court for the Southern District of New York is the proper venue for this action, as Plaintiff maintains a principal place of business within the Southern District of New York.

5. The United States District Court for the Southern District of New York is also the proper venue for this action pursuant to the terms of the relevant bills of lading.

6. Plaintiff sues on its own behalf and as agent and trustee on behalf of any other party who may now have or hereinafter acquire an interest in this action.

AS AND FOR A FIRST CAUSE OF ACTION AGAINST DEFENDANT

7. Plaintiff repeats and reiterates each and every allegation contained in paragraphs "1" through "6" as if specifically set forth herein at length.

8. At all times relevant herein, Defendant entered into agreements, service contracts, contracts of affreightment, charter agreements and/or bills of lading, with Plaintiff for, *inter alia*, the carriage, storage, handling, care and/or maintenance of Defendant's cargoes by Plaintiff in consideration for payments by Defendant to Plaintiff for said services.

9. Pursuant to the agreements between the parties Plaintiff is entitled to all costs incurred by Plaintiff in attempting to collect fees under the agreements.

10. Plaintiff duly performed all duties and obligations required to be performed by Plaintiff in connection with Defendant's goods.

11. Defendant wrongfully, willfully, negligently and/or fraudulently breached the terms of the subject agreement(s) by, *inter alia*, failing to pay freight, dead freight, demurrage, detention, port fees, tariffs and other associated costs.

12. As a result of Defendant's breach of the subject agreements, Plaintiff has incurred, and will continue to incur, damages, costs and expenses for which Defendant is liable under the

terms of the agreements and at law.

13. Plaintiff has placed Defendant on notice of its claim that Defendant has breached the subject agreements and violated Plaintiff's rights under the law.

14. Despite Plaintiff's demand, Defendant has failed to pay the Plaintiff's damages due and owing under the agreements and at law.

15. By reason of the foregoing, Plaintiff has sustained damages in the amount of \$10,090.00, together with interest, costs, fees, and expenses.

AS AND FOR A SECOND CAUSE OF ACTION AGAINST DEFENDANT

16. Plaintiff repeats and reiterates each and every allegation contained in paragraphs "1" through "15" as if specifically set forth herein at length.

17. Defendant has an account stated with the Plaintiff.

18. By reason of the foregoing, Plaintiff has sustained damages in the amount of \$10,090.00, together with interest, costs, fees, and expenses.

AS AND FOR A THIRD CAUSE OF ACTION AGAINST DEFENDANT

19. Plaintiff repeats and reiterates each and every allegation contained in paragraphs "1" through "18" as if specifically set forth herein at length.

20. Plaintiff is due from Defendant the quantum meruit of Plaintiff's services.

WHEREFORE, Plaintiff prays:

(A). that judgment be entered in favor of Plaintiff for an amount exceeding twenty six thousand dollars \$10,090.00, plus interest, fees, including attorneys' fees, costs, and disbursements;

(B). that Court process be issued against the Defendant; and

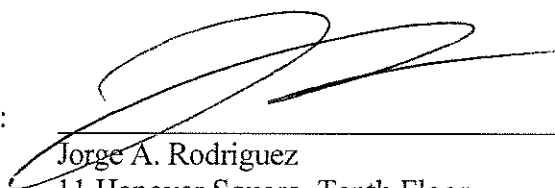
(C). that Plaintiff be granted such other and further relief as the Court may deem just and proper.

Dated: New York, New York

February 3, 2010

MAHONEY & KEANE, LLP
Attorneys for Plaintiff
MTS LOGISTICS INC.

By:



Jorge A. Rodriguez
11 Hanover Square, Tenth Floor
New York, NY 10005
Tel (212) 385-1422